

SWIM LESSON REGISTRATION FORM

\$30 for the first child and \$25 for each additional child registerd.

Cash or check will be accepted; checks to be made payable to " City of Ogdensburg"

Child's Name _____ D.O.B. (MM/DD/YYYY): _____

Age: _____

Parent/Guardian's Name: _____

Address: _____ City/State/Zip: _____

Phone: _____

Email: _____

Special Needs: _____

Current Swimming Ability: _____

Payment is due before the first class.

Children under 12 years old must have a guardian with them during lessons (in water participation is not required).

We ask that you provide 12 hours notice if you will not be able to attend a lesson. There are no make-up lessons given for group lessons unless the City is the one who cancels the

lesson due to inclement weather. In that case, the lesson will be added on to the end of the 4 week schedule.

By signing this registration form, I _____, have read and understand the RELEASE AND WAIVER OF LIABILITY AND INDEMITY AGREEMENT on the reverse of this page and agree to abide by the rules set forth by the City of Ogdensburg.

CITY OF OGDENSBURG

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the City of Ogdensburg for my purpose including but not limited to observation or use of facilities or equipment or participation in any program affiliated with the City's Recreational programs, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, thereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Elsa M. Luksich Municipal Pool for observation or use of any facilities for equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereof and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suitable for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE ELSA M. LUKSICH MUNICIPAL POOL FOR ANY PURPOSE INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE CITY'S SUMMER RECREATIONAL CAMPS, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the City of Ogdensburg, its directors, officers, employees, and agents (hereinafter referred to as "releasers") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demand therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releaser or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in the any program affiliated with the City of Ogdensburg Recreation Program, without respect to location.

THE UNDERSIGNED HEREBY AGREES TO INDEMNITY, SAVE AND HOLD HARMLESS the releasers and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the City premises or in any way observing or using any facilities or equipment of the Elsa M. Luksich Municipal Pool or participating in any program affiliated with the City's Recreation Program whether caused by the negligence of the releasers or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasers or otherwise while in, about, or upon the premises of the Elsa M. Luksich Municipal Pool and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the City's Recreation Program.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New York and that is any portion thereof is held invalid, it is agreed that the balance overall notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral represents statements, or inducement apart from the foregoing written agreement have been made.